

REMARKS

Claims 1, 14, 29, and 41- 44 have been amended. Claims 1-44 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(e) Rejection:

The Office Action rejected claims 1-44 under 35 U.S.C. § 102(e) as being anticipated by Andrews (U.S. Patent 6,285,986). Applicant asserts that claims 1-44 are not anticipated by Andrews for at least the following reasons.

The cited art fails to anticipate, teach, or suggest “detecting an issuance of a commitment to purchase with associated terms for said product or service being purchased by a purchaser using an Internet web site; in response to said detecting, making an offer to said purchaser to accept or reject a contract for negotiating said improved terms within a specified time,” as recited in claim 1. Andrews teaches a bundle system wherein members are able to view, select, and purchase bundles generated and posted by the bundle vendors. Andrews, abstract. When vendors enter products that are available to be included in bundles, vendors may indicate whether they are willing to negotiate terms such as price or quantity if the vendors’ products/services are reviewed and chosen for inclusion within a bundle. Andrews, col. 8, lines 9-10 and 42-44. However, this indication of a willingness to “negotiate” with a bundle vendor about the price or quantity of a product/service when the product/service is selected for inclusion in a bundle neither teaches nor suggests “offering a purchaser a contract for negotiating said improved terms” “in response to detecting an issuance of a commitment to purchase,” as recited in claim 1.

Similarly, Andrews teaches that “a bundle vendor who is generating a bundle [may] notify members of the bundle system and obtain feedback and information from the members regarding the bundle. This allows the bundle vendor to make changes to the

bundle to attempt to achieve more interest in the bundle.” Andrews, col. 11, lines 33-38. Members may be asked to indicate whether they will commit to purchasing the bundle. Andrews, col. 11, lines 50-55. The information for those members that will purchase the bundle is consolidated, and “it is then determined based on the number of members willing to purchase the bundle, if the bundle should be changed.” Andrews, col. 11, lines 56-64. While this shows that a bundle vendor may make changes to a bundle based on customer demand, it fails to teach or suggest providing a purchaser with an offer to accept or reject a contract for negotiating improved terms for a product or service in response to detecting the purchaser issuing a commitment to purchase the product or service. Accordingly, Applicant respectfully submits that claim 1 patentably distinguishes over the reference.

Additionally with respect to claim 1, the cited art fails to anticipate, teach, or suggest “if said purchaser accepts said offer: conducting a search for said improved terms within said specified time; receiving said improved terms within said specified time; and executing said contract.” The portions of Andrews cited by the Office Action as teaching these features simply describe that a vendor may indicate whether the vendor is willing to negotiate terms with a bundle vendor if the vendor’s product/service is selected for inclusion in a bundle (col. 8, lines 45-67) and that a user may search for and obtain information about products or services offered by a retail-oriented internet site (col. 2, lines 37-48). This clearly fails to teach or suggest the features of claim 1.

Claims 14, 29, 41, and 44 are patentable over the cited art for similar reasons. Claims 2-13, 15-28, 30-40, 42 and 43 depend from claims 1, 14, 29, and 41. Therefore, Applicant accordingly believes these claims are patentable over the cited reference for at least the reasons given above.

Additionally, with regard to claims 3-7, 16-19, and 32-34, the Office Action asserts that Andrews discloses the claimed detection of a commitment to purchase at column 1, lines 65-67 through column 2, lines 1-14. This portion of Andrews generally discusses the operation of websites and hyperlinks. No teachings or suggestions

regarding detecting an issuance of a commitment to purchase are provided. Accordingly, the cited art fails to teach or suggest claims 3-7, 16-19, and 32-34.

CONCLUSION

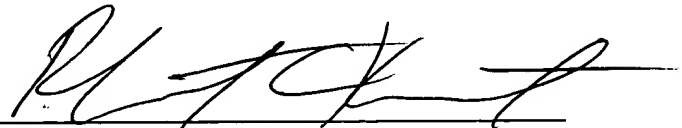
Applicant submits the application is in condition for allowance, and notice to that effect is requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicant hereby petitions for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5596-00300/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Request for Approval of Drawing Changes
- ☒ Notice of Change of Address
- ☐ Fee Authorization Form authorizing a deposit account debit in the amount of \$
for fees ().
- ☐ Other:

Respectfully submitted,



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